REGISTERED No. M. 4631

KERALA GAZETTE

EXTRAORDINARY

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Law Department

NOTIFICATION

No. 2639/59/Law (B) 3. *Dated, Trivandrum, 30th March 1959. Chaitra 9, 1881 (Saka).*

The following Act of the Kerala State Legislature is hereby published for general information. The Bill as passed by the Legislative Assembly received the assent of the Governor on the 30th March, 1959

By order of the Governor,
P. NARAYANASWAMI,
Additional Law Secretary.

PRINTED AND PUBLISHED BY THE S. G. P. AT THE GOVERNMENT PRESS, TRIVANDRUM, 1959.

ACT No. 13 OF 1959.

THE KERALA APPROPRIATION (No. 2) Act, 1959.

An Act to authorise payment and appropriation of certain sums from and out of the Consolidated Fund of the State of Kerala to the service of the financial year ending on the thirty-first day of March, 1960.

Preamble.—WHEREAS it is necessary to provide for the appropriation of certain sums from and out of the Consolidated Fund of the State of Kerala to the service of the financial year ending on the thirty-first day of March, 1960;

BE it enacted in the Tenth Year of the Republic of India as follows:—

1. *Short title.*—This Act may be called the Kerala Appropriation (No. 2) Act, 1959.

2. *Issue of Rs. 83,47,20,300 from and out of the Consolidated Fund of the State of Kerala for the financial year 1959-60:*—From and out of the Consolidated Fund of the State of Kerala, there may be paid and applied sums not exceeding those specified in column (3) of the Schedule amounting in the aggregate, to the sum of eighty-three crores, forty-seven lakhs, twenty thousand and three-hundred rupees towards defraying the several charges which will come in course of payment during the financial year ending on the thirty-first day of March, 1960, in respect of the services specified in column (2) of the Schedule.

3. *Appropriation:*—The sums authorised to be paid and applied from and out of the Consolidated Fund of the State of Kerala by this Act, shall be appropriated for the services and purposes expressed in the Schedule in relation to the financial year ending on the thirty-first day of March, 1960.

THE SCHEDULE

(See Sections 2 & 3)

No. of Vote.	Services and Purposes.	Sums not exceeding		
		Voted.	Charged on the Consolidated Fund.	Total.
		Rs.	Rs.	Rs.
(1)	(2)	(3)		
	A. Revenue Account.			
I	Agricultural Income-tax and Sales-tax ..	31,66,200	..	31,66,200
II	Land Revenue ..	76,28,400	1,00,000	77,28,400
III	Excise ..	22,29,400	..	22,29,400
IV	Stamps ..	5,17,400	..	5,17,400
V	Forest ..	1,18,22,300	..	1,18,22,300
VI	Registration ..	27,44,100	..	27,44,100
VII	Taxes on Vehicles ..	17,60,200	..	17,60,200
VIII	Irrigation ..	44,23,800	38,77,000	83,00,800
	Debt charges ..	..	2,19,32,400	2,19,32,400
IX	Heads of States, Ministers and Headquarters Staff ..	63,91,600	8,24,000	72,15,600
X	State Legislature ..	6,26,800	19,500	6,46,300
XI	Elections ..	8,50,300	..	8,50,300
XII	District Administration and Miscellaneous.	69,54,100	..	69,54,100
XIII	Administration of Justice ..	78,39,700	9,46,000	87,85,700
XIV	Jails ..	31,76,500	..	31,76,500
XV	Police ..	2,03,43,200	..	2,03,43,200

SCHEDULE—(*contd.*)

No. of Vote.	Services and Purposes.	Sums not exceeding		
		Voted.	Charged on the Consolidated Fund.	Total.
		Rs.	Rs.	Rs.
(1)	(2)	(3)		
	A. REVENUE ACCOUNT—(*contd.*)			
XVI	Scientific Departments ..	4,92,700	..	4,92,700
XVII	Education ..	13,09,72,100	35,900	13,10,08,000
XVIII	Medical ..	2,98,64,300	..	2,98,64,300
XIX	Public Health ..	1,94,96,100	3,000	1,94,99,100
XX	Agriculture ..	1,22,53,400	69,900	1,23,23,300
XXI	Rural Development ..	44,61,400	..	44,61,400
XXII	Animal Husbandry ..	27,38,500	..	27,38,500
XXIII	Co-operation ..	25,54,900	..	25,54,900
XXIV	Industries ..	2,08,35,000	5,43,200	2,13,78,200
XXV	Labour and Miscellaneous ..	2,06,67,500	..	2,06,67,500
XXVI	Civil Works ..	5,39,33,700	3,53,000	5,42,86,700
XXVII	Pensions ..	1,17,46,100	1,69,200	1,19,15,300
XXVIII	Stationery and Printing ..	60,72,300	..	60,72,300
XXIX	Miscellaneous ..	41,27,100	46,50,000	87,77,100
XXX	Community Development Projects, National Extension Service and Local Development Works ..	1,18,49,400	..	1,18,49,400
XXXI	Transport Schemes ..	2,60,85,200	11,32,000	2,72,17,200
	Total—(A) ..	43,86,23,700	3,46,55,100	47,32,78,800

No. of Vote.	Services and Purposes	Sums not exceeding		
		Voted.	Charged on the Consolidated Fund.	Total
		Rs.	Rs.	Rs.
(1)	(2)	(3)		
	B. CAPITAL EXPENDITURE OUTSIDE THE REVENUE ACCOUNT.			
XXXII	Capital Outlay on Forests ..	15,66,000	..	15,66,000
XXXIII	Capital Outlay on Irrigation (Commercial)	99,51,000	..	99,51,000
XXXIV	Capital Outlay on Irrigation (Non-Commercial) ..	2,13,75,000	..	2,13,75,000
XXXV	Capital Outlay on Public Health ..	1,08,12,700	..	1,08,12,700
XXXVI	Capital Outlay on Agricultural Improvement ..	..	..	..
XXXVII	Capital Outlay on Industrial Development.	73,80,300	10,000	73,90,300
XXXVIII	Capital Outlay on Civil Works ..	3,40,05,600	33,800	3,40,39,400
XXXIX	Capital Account of other works outside the Revenue Account ..	23,64,900	..	23,64,900
XL	Capital Outlay on Transport Schemes outside the Revenue Account ..	24,42,000	3,700	24,45,700
XLI	Commuted value of pensions ..	65,000	..	65,000
XLII	Capital Outlay on State Schemes of Government Trading ..	4,29,63,600	..	4,29,63,600
XLIII	Appropriation to the Contingency Fund ..	..	..	..
	Total (B) ..	13,29,26,100	47,500	13,29,73,600

SCHEDULE—(*contd.*)

No. of Vote.	Services and Purposes.	Sums not exceeding		
		Voted. Rs.	Charged on the Consolidated Fund. Rs.	Total Rs.
(1)	(2)	(3)		
	C. DISBURSEMENTS OF LOANS AND ADVANCES AND REPAYMENT OF DEBT.			
XLIV	Loans and Advances by the State Government ..	5,36,30,800	1,90,000	5,38,20,800
	Public Debt—Repayment ..	..	17,46,47,100	17,46,47,100
	Total (C) ..	5,36,30,800	17,48,37,100	22,84,67,900
	Grand Total ..	62,51,80,600	20,95,39,700	83,47,20,300

Kerala Gazette No. 13 dated 31st March 1959.

PART I

GOVERNMENT OF KERALA

Abstract

PUBLIC SERVICES—KERALA ENGINEERING SERVICE—QUALIFICATIONS AND METHOD OF APPOINTMENT—SPECIFIED.

PUBLIC (RULES) DEPARTMENT

G. O. Ms. No. 372. **Dated, Trivandrum, 16th March 1959.**

ORDER

In supersession of all previous orders on the subject the Governor of Kerala hereby makes the following rules in respect of the members of the Kerala Engineering Service.

1. The service shall consist of the following categories of officers, namely:—

Category 1—Chief Engineers
Category 2—Superintending Engineers (including Deputy Chief Engineers)
Category 3—Executive Engineers (including Workshop Superintendent)
Category 4—Assistant Engineers (including Junior Workshop Superintendent, Dredger Superintendent and General Foreman).

2. *Appointment.*—(a) Appointment to the several categories shall be made as follows:—

Category.	*Method of appointment.*
(1)	(2)
1. Chief Engineers	Promotion from Superintending Engineers.
2. Superintending Engineers	Promotion from Executive Engineers.
3. Executive Engineers	Promotion from Assistant Engineers.
4. Assistant Engineers	Recruitment by transfer from Junior Engineers of the Kerala Engineering Subordinate Service.

(b) Promotions as Chief Engineers and Superintending Engineers shall be made on grounds of merit and ability, seniority being considered only where merit and ability are approximately equal.

G. 1089.

3. *Qualifications.*—(a) No person shall be eligible for appointment to the category mentioned in column (1) of the table below unless he possesses the qualifications prescribed in the corresponding entry in column (2) thereof :

Table

Category. (1)	*Qualifications.* (2)
Superintending Engineers	Must possess any degree or diploma mentioned in item (i) or in sub item (a) in section-A under item (ii) in the Annexure
Executive Engineers	Must possess any degree or diploma mentioned in item (i) or in sub item (a) in section-A under item (ii) in the Annexure.
Assistant Engineers	Must possess any degree or diploma mentioned in item (i) or (ii) in the Annexure.

(b) No person shall be eligible for promotion as Executive Engineer unless he has rendered satisfactory service as Assistant Engineer for a period of not less than three years.

(c) Such number of vacancies among Executive Engineers as the State Government may from time to time determine but not exceeding 5 per cent of the total sanctioned cadre strength of Executive Engineers shall be reserved to be filled by selection from among Assistant Engineers—

(1) who possess the qualifications mentioned in sub item (b) of section-A or sub item (a) of section-B in item (ii) in the Annexure, and

(2) who have rendered service under Government for not less than 20 years of which at least 5 years should be in the category of Assistant Engineers.

(3) Promotion shall be made on grounds of merit and ability, seniority being considered only where merit and ability are approximately equal.

(d) A Junior Engineer shall not be eligible for appointment as Assistant Engineer unless—

(1) he has rendered service under Government for a total period of not less than 3 years and possesses the qualification mentioned in item (i) or in sub item (a) of section-A in item (ii) of the Annexure; or

(2) he has rendered service under Government for a total period of not less than 7 years and possesses any diploma specified in sub item (b) in section-A or any diploma specified in section-B in item (ii) of the Annexure.

4. *Promotion as Executive and Assistant Engineers.*—

(a) A person who obtains the A. M. I. E. (India) diploma after appointment as Assistant Engineer shall be eligible for promotion as Executive Engineer only after the claims of all Assistant Engineers who, on the date of his obtaining the A. M. I. E. (India) diploma, possessed the qualification mentioned in item (i) in the Annexure has been considered.

(b) Vacancies in the category of Assistant Engineers shall be filled from among Junior Engineers in the ratio of 4 : 1 between—

(1) persons possessing any of the qualifications mentioned in item (i) or in section-A in item (ii) of the Annexure and

(2) those possessing any of the qualifications mentioned in section-B in item (ii) of the Annexure, every 5th vacancy being allotted to the latter and the rest to the former.

A person who while holding the post of Junior Engineer passes sections A and B of the A. M. I. E. (India) Examination shall be eligible for promotion as Assistant Engineer against the quota allotted for those possessing the qualifications mentioned in item (i) or section-A in item (ii) of the Annexure only after the claims of all those who, on the date of his passing the A. M. I. E. (India) examination, possessed the qualifications mentioned in item (i) in the Annexure have been considered :

Provided that it will be left to the option of such person to continue among the Junior Engineers possessing the qualifications mentioned in section-B in item (ii) of the Annexure, and claim promotion against the quota allotted to them.

By order of the Governor
C. P. Gopalan Nayar,
Joint Secretary.

To

The Chief Engineer (General and Irrigation)
The Chief Engineer (Roads and Buildings)
The Secretary, Public Service Commission (with C. L.)
The Chairman, Electricity Board
The Public Works Department
The Public (Services B) Department.

ANNEXURE

(i) *Degree in Engineering* :

B. Sc. Degree in Engineering (Civil or Mechanical) of the Kerala University, B. E. Degree (Civil or Mechanical) of the Madras University or any other qualification recognised as equivalent thereto.

The diploma in Civil Engineering or Mechanical Engineering of the College of Engineering, Guindy, which was abolished in 1945, will be treated as equivalent to a Degree.

(ii) *Diploma in Engineering* :

Section-A

(a) Associate Membership Diploma of the Institution of Engineers, India, in Civil or Mechanical Engineering or any other Diploma recognised as equivalent thereto.

(b) Pass in Sections A and B of the Associate Membership Examination of the Institution of Engineers, India, in Civil or Mechanical Engineering.

Section-B

(a) Upper Subordinate Diploma of the College of Engineering, Guindy.

(b) Diploma in Civil or Mechanical Engineering of the Travancore (now Kerala) University or Diplomas recognised by Government as equivalent thereto.

(c) Lower Subordinate Diploma of the College of Engineering, Guindy.

(d) Licentiate in Civil or Mechanical Engineering from the Technical Institutes at Kozhikode, Trichur Kalamassery or other equal courses.

Kerala Gazette No. 13 dated 31st March 1959.
PART I

GOVERNMENT OF KERALA

Abstract

AGRICULTURE—SINKING OF FILTER POINT TUBE WELLS—BLOCK AREAS IN C. D. PROGRAMME AND AREAS OUTSIDE IT—RULES—ISSUED

PLANNING AND DEVELOPMENT DEPARTMENT

G. O. (P) 118 Dated, Trivandrum, 17th March 1959

Read:—1. G. P. No. Ag. (A) 1-5470|57|AD., dated 20-8-1957.
2. G. O. Ms. No. 387|PL & D. (Projects) Department dated 16-5-1958.

ORDER

With a view to provide cheap source of water supply to the land holders and cultivators, of the erstwhile Malabar District, Government have in the G. P. read as first paper above, sanctioned a scheme for the sinking of Filter Point Tube Wells. The cost of sinking a filter point tube well and fitting it with a hand pump is estimated at Rs. 225 as follows:—

	Rs.
Cost of filter point and accessories and hand pump etc.	190
Cost of hire charges on the Departmental Unit	15
Cost of labour charges	20
Total	225

2. The Government now direct that the scheme be extended to the entire State including the area covered by the Community Development Programme and that a sum not exceeding Rs. 225 (Rupees Two hundred and twenty-five only) be granted as loan towards sinking of Filter Point Tube Wells. The Director of Agriculture will review in January every year the cost of sinking a well and submit proposals to Government, for any revision in the amount of the loan to be given in each case. The wells will be sunk in accordance with the Rules appended to these proceedings.

3. The Director of Agriculture in respect of non-Block areas and the Collectors of the Districts in respect of Block areas will maintain a consolidated account and furnish the annual closing balance certificates for the scheme to the Comptroller.

4. The expenditure incurred by the Community Development Department for sinking of Filter Point Tube Wells in Block areas will be debited to the loan provision available under "Irrigation in 63-B.A. or B. as the case may be". On completion of the work the entire cost incurred by

the Department will be tranfer debited to 'P. Loans and Advances (f) Loans and Advances under C. D. Programme' by a corresponding credit to LIA-B-Receipt on account of C. D. or N. E. S. as the case may be.

The Block Development Officer after realisation of 75 per cent of the cost of the amount and interest therefor may adjust the subsidy due to the party by debit to the Grant portion under "63-B.A. or B—Irrigation" and credit to "P. Loans and Advances (f) Loans and advances under C. D. Programme".

5. The expenditure towards sinking of the wells in non-block areas in the erstwhile Malabar District and Kasargode area will be debited to "P. Loans and Advances by State Government. (1) Advances to cultivators-9—Loans under Madras Agriculturists Act, (2) Loans for sinking filter point tube wells".

6. The head of account to which the expenditure should be debited in non-block areas of the Travancore-Cochin area of the Kerala State will be intimated separately by the Agriculture Department.

By order of the Governor,

K. S. MENON,

Additional Development Commissioner.

To

The Director of Agriculture and Additional Secretary.
All Collectors.
All District Agricultural Officers.
All Block Development Officers.
Agriculture Department with extract of notes.
The Finance Department [No. Fin. (Loans) 4-41165|58 dated 3-11-58].
The Comptroller (through Finance).
The Financial Assistant to Development Commissioner.
The Planning and Development (Projects) Department (all Sections).
The Project Evaluation Officer, Trichur.
The Superintendent of Government Presses, Trivandrum for publication of the Rules in the Gazette.
The Director of Public Relations.
The Evaluation Officer.
E. F. G. H. Section.
Manual.

Forwarded|By order,

Superintendent.

RULES FOR THE SINKING OF FILTER POINT TUBE WELLS

1. These Rules may be called "The Sinking of Filter Point Tube Well Rules, 1959" and shall apply to Block areas included in the Community Development Programme and to Non-Block areas.

2. Filter Point Tube Wells of specifications approved by the Director of Agriculture will be sunk and fitted with hand pumps in suitable holdings of cultivators and land holders.

3. Applications for sinking of Filter Point Tube Wells should be made in Form I annexed to these Rules to the Block Development Officer in the case of Block areas and to the Agricultural Assistant having jurisdiction over the area in the case of Non-Block areas.

4. All applications should be accompanied by the following:—

(i) Chalan for Rs. 15 towards hire charges for the Agriculture Department credited to "XXIX—Agriculture (xiii) Receipts on account of Agricultural Engineering—Hire Charges on Filter Point".

(ii) (a) Name and address of two sureties who will execute the surety Bond and a solvency certificate of each of the sureties duly signed by the Village Officer;

OR

(b) List of land and other immovable properties of the value of not less than Rs. 500 to be offered as security with documents to prove the title of the applicant to the properties and encumbrance certificate for 12 years.

5. (i) The Block Development Officer shall within one week of receipt of the application make necessary enquiries regarding the solvency and *bonafides* of the applicant and the usefulness and necessity of the work.

(ii) If the Block Development Officer is satisfied of the necessity and possibility of sinking the Filter Point Tube Well in the applicant's holding, he shall sanction the scheme and intimate the applicant the cost of sinking the well and fitting it with a hand pump with reference to the current rate including the hire charges paid by him in advance. Copies of the sanction order shall be forwarded to the Collector, the District Agricultural Officer and the Director of Agriculture. The B. D. O. shall also direct the applicant to execute an agreement in Form II annexed to these rules and a surety Bond in form III annexed to these rules or a mortgage deed in Form IV annexed to these rules as the case may be.

6. (i) In the case of Non-Block areas, the Agricultural Assistant shall within one week of receipt of the application make necessary enquiries regarding the *bonafides* of the applicant and the usefulness and necessity for the work and forward the application to the District Agricultural Officer with his recommendation.

(ii) If the District Agricultural Officer is satisfied of the necessity and possibility of sinking the Filter Point Tube well in the applicant's holding, he shall sanction the scheme and intimate the applicant and the Agricultural Assitant the cost of sinking the well and fitting it with a hand pump with reference to the current rate including the hire charges paid by him in advance. Copies of the sanction order shall be forwarded to the applicant, the Agricultural Assistant, the Collector and to the Director of Agriculture. The District Agricultural Officer shall also direct the applicant to execute an agreement in Form II annexed to these rules and a surety Bond in Form III annexed to these rules or a mortgage deed in Form IV annexed to these rules as the case may be.

7. The stamp duty chargeable on the documents referred to in Rule 6 and all other expenses incidental to their execution shall be borne by the applicant.

8. On the execution of the documents in respect of non-Block areas, and on receipt of the report from the Block Development Officer after execution of the documents in respect of Block areas the District Agricultural Officer shall arrange for the sinking of the Filter Point Tube Well. The Block Development Officer shall supervise the work of execution of the well in Block areas and arrange for the disbursement of the required amount to the District Agricultural Officer.

9. In cases where the well is sunk successfully the District Agricultural|Block Development Officer shall disburse to the applicant in cash the hire charges remitted by the applicant and also the labour charges incurred by him.

10. In the case of unsuccessful attempts of sinking Filter Point Tube Wells the amount of Rs. 15 remitted by the applicant towards hire charges and the cost of labour charges incurred by him shall not be refunded.

11. The Block Development Officer|District Agricultural Officer shall be responsible for the collection of the instalments and for the maintenance of the detailed accounts and registers to watch the repayment of the loan.

12. The hirer shall pay as rent the entire cost of sinking the Filter Point Tube Well with interest at 5 per cent, per annum or such other percentage as the Government may from time to time fix in five equated annual insalments. The first instalment will become due on the date of expiry of 12 months after the date on which the Filter Point Tube Well is handed over to the party.

13. A subsidy of 25 per cent of the cost of sinking the well shall be granted for sinking of Filter Point Tube Wells in Block areas subject to the condition that the well is put to use for a minimum period of one year.

14. The subsidy shall be granted by waiver of the last instalment or instalments.

15. The hirer shall, at any time during the hire, except in case where he is entitled to subsidy as provided for in Rule 13, have the option of purchasing the entire machinery in the Filter Point Tube Well and in that case he shall be given credit for all sums previously paid by him under these rules. In case where the hirer is entitled to subsidy he shall exercise the option only after he had used the well for a minimum period of one year.

16. Until the cost of sinking the well including the value of the hand pump is paid as provided for in these rules and the sale completed, the Filter Point Tube Well with the machinery shall remain the property of the Government.

17. Penal interest at the rate of 2 per cent in addition to the usual rate of interest shall be charged on all overdue instalments from the due date to the date of actual payment.

18. If at any time the Block Development Officer|District Agricultural Officer is satisfied that any one or more of the conditions under which the Filter Point Tube Well is sunk has been violated or that it is not being maintained properly in good working order and repair or when the hirer has committed two consecutive defaults in payment of the instalments he shall, after recording in writing the grounds for his decision take either any one of or both the following steps for the realisation of the amount due to the Government:—

(i) Recover the entire balance amount outstanding including the defaulted instalments together with penal interest at the rate of 2 per cent per annum in addition to the usual rate of interest in lump under the provisions of the Revenue Recovery Act for the time being in force.

(ii) Retake possession of the well along with the pump in the presence of two witnesses if he is satisfied that the machinery is in good working order and would fetch a reasonable price and take steps to auction it after giving wide publicity. The auction should be held within

15 days from the date on which the Filter Point Tube Well has been taken possession of.

For this purpose the Block Development Officer|District Agricultural Officer or any other officer authorised by him shall have the power to enter into or upon any premises occupied by the hirer and search the same.

19. The amount realised from auction sale shall be adjusted towards the balance amount due from the hirer.

20. If in case proceedings are taken under rule 18 the hirer shall not be allowed the benefit of the subsidy under Rule 13.

21. On realisation of all the amounts due to the Government under these rules without resort to auction sale as laid down in Rule 18 (*ii*) the property in the Filter Point Tube Well shall vest in the hirer.

22. The Block Development Officer|District Agricultural Officer shall forward a quarterly statement of the demand, collection and balance in respect of each party to the Collector, the Director of Agriculture and to the Comptroller.

23. The Director of Agriculture may for the due implementation of these rules:—

(i) issue instructions regarding the conduct of the enquiries;

(ii) prescribe the forms and register of accounts to be maintained; and

(iii) issue with the approval of the Development Commissioner general instructions from time to time for the guidance of the officers concerned on the accounting and crediting procedure.

FORM I

(*See* Rule 3)

1. Name of the applicant (in full).
2. Address of the applicant.
3. Extent of land covered by the cultivator with Survey No., Name of Village, Panchayat and Block.
4. The name of the Village and Survey No. of the land in which the Filter Point is to be sunk.
5. Whether chalan for Rs. 15 being the hire charges has been enclosed.
6. Approximate amount of loan required.
7. Security offered.
8. Whether the applicant is agreeable to pay the labour charges.

I declare that the particulars given above are correct to the best of my knowledge. I have gone through the Sinking of Filter Point Tube Well Rules, 1959 and agree to abide by them.

Signature of Applicant.

Place.................

Date.................

FORM II

(*See* Rules 5 and 6)

HIRE PURCHASE AGREEMENT

ARTICLES OF AGREEMENT made this the .. .. day of .. .. one thousand nine hundred and fifty .. .. BETWEEN Sri .. .. (H.E. name and address .. ..) (hereinafter referred to as "the Hirer") of the one part and the Governor of Kerala (hereinafter referred to as "the Government") of the other part.

WHEREBY IT IS AGREED AS FOLLOWS:—

1. The Government have let and the hirer has taken on hire the Filter Point Tube Well with hand pump fitted (hereinafter referred to as machinery) mentioned in the schedule hereto for a term of .. .. years on the terms and conditions herein contained this the .. .. day of .. ..

2. The hirer shall pay to the Government an annual rent...... (H.E. the equated amount calculated on the basis of the cost of sinking the Filter Point Tube Well plus the value of the machinery and the interest thereon). The amount shall be remitted in the .. .. treasury on or before .. ..

3. The hirer shall, at any time during the hire/after a period of one year /(where the hirer is eligible for subsidy under the rules) have the option of purchasing the said machinery on payment of the cost of machinery or implement with interest at .. .. % from .. .. .. to the date of payment and in that event the hirer shall receive credit for all sums previously paid by him under clauses 2 and 3 above and until such purchase is effected and the price fully paid the machinery shall remain the property of the Government.

4. During the period of hiring the hirer shall:—

(a) not sell, pledge, charge or in any manner part with the possession of the said machinery or part;

(b) not without the consent in writing of the Government remove the machinery or any part thereof from the premises of the hirer at .. ..;

(c) permit the Government or any person authorised by the Government at all reasonable time to examine the condition of the machinery;

(d) keep the machinery in good and substantial working order and repair.

5. If the hirer shall make default in the punctual payment in full of the said yearly rent or in the observance or performance of any of the provisions of this agreement on his part to be observed and performed the hire shall immediately stand determined:

Provided, however, that if the hirer satisfies the Director of Agriculture that the payment of rent for any particular year, on the due date is unduly burdensome to him, he may suspend the payment of rent for that year and all subsequent years for a period not exceeding 12 months:

Provided further that in case any rent is suspended as herein provided the hirer shall pay interest at the rate of 5% per annum or such other rate as may be fixed by Government from time to time for such rent for the period of such suspension.

6. On determination of the hiring the Government or any officers authorised by Government may without notice or demand retake possession of the machinery and for that purpose may enter into upon any premises occupied by the hirer and search the same if necessary for the hired machinery.

7. The hirer shall make good all losses caused to the Government due to any damage to the machinery other than reasonable wear and tear.

8. If the hire is determined under clause 5 *supra* such determination shall not prejudice the Government's right to recover the hire up to the date of such termination nor their right to recover damages for the breach of the agreement by the hirer and the hirer shall not be allowed credit or set off for or on account of any payments previously made by him.

9. Any time or other indulgence granted by the Government shall not prejudice or affect their rights under this agreement.

10. All sums found due to the Government under or by virtue of this agreement shall be recoverable from the hirer and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue or in such other manner as the Government may deem fit.

IN WITNESS WHEREOF Sri .. .. the hirer and Sri .. .. on behalf of the Governor have hereunto set their hands the day and year first above written.

SCHEDULE ABOVE REFERRED TO

(H.E. details of machinery)

Signed by .. ..

In the presence of witnesses (1)

(2)

Signed by Sri .. ..

In the presence of Witnesses (1)

(2)

FORM III

(See Rules 5 and 6)

KNOW ALL MEN BY THESE PRESENTS that we Sri .. .. (H.E. Name and address) .. .. and Sri .. .. (H.E. name and address) (Hereinafter referred to as "the Sureties") do bind ourselves and each of us our and each of our heirs, executors, administrators and assign jointly and severally to pay to the Governor of Kerala (Hereinafter called "the Government") on demand the sum of Rs .. .. (H.E. the value of the Filter Point Tube Well and machinery together with the total interest):

Signed and dated this the.. .. .. .. day of .. ..195. . .

Signed by

Sri .. ..

Sri.. .. ..

In the presence of witnesses

(1)

(2)

WHEREAS as per the agreement executed on .. .. BETWEEN Sri .. .. (H.E. name and address of hirer) (hereinafter referred to as "the hirer") and the Governor of Kerala the Government have let and the hirer has taken on hire the Filter Point Tube Well fitted with hand pump (hereinafter referred to as "machinery") machinery described in the schedule thereto subject to the terms and conditions therein contained;

AND WHEREAS the sureties have agreed to stand as sureties to the Government for the due and satisfactory performance of the terms and conditions contained in the said agreement by the hirer;

AND WHEREAS the Government have agreed to accept the assurance of the sureties;

NOW the condition of the above written obligation is that in the event of the hirer not conforming to the terms and conditions contained in the agreement dated .. .. the sureties shall forthwith pay to the Government the sum of Rs. .. .. and upon the payment of such sum the above written obligation shall be void and of no effect; otherwise this shall be and remain in full force and effect.

The liability of the sureties under this bond is co-extensive with the liability of the hirer under the agreement dated .. .. and shall not be affected by the Government giving time or any other indulgence to the bounden or by the Government varying any of the terms and conditions contained in the agreement dated .. ..

The Sureties hereby further agree that all sums found due to the Government under or by virtue of this agreement shall be recoverable from the sureties and their properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue or in such other manner as the Government may deem fit.

Signed and delivered by Sri .. ..

and Sri .. ..

In the presence of Witnesses:

(1)

(2)

FORM IV

(See Rules 5 and 6)

(Mortgage Deed)

This deed of Mortgage is executed on this the .. .. day of .. .. one thousand nine hundred and fifty .. .. by Shri .. .. (H.E. name and address) .. .. (hereinafter referred to as the "Mortgagor") in favour of the Governor of Kerala (hereinafter referred to as 'the Mortgagee').

WHEREAS by an agreement executed between the parties hereto on .. .. (hereinafter referred to as 'the agreement') mortgagee has let and the mortgagor has taken on hire the Filter Point Tube Well fitted with hand pump (Hereinafter referred to as 'the machinery') described in Schedule-A hereto attached subject to the terms and conditions therein contained;

WHEREAS the mortgagor has agreed to mortgage the properties mentioned and described in the Schedule-B hereto annexed in favour of the mortgagee by way of security for the due and faithful performance by him of the terms and conditions contained in the agreement;

AND WHEREAS the Mortgagor has assured the mortgagee that the properties mentioned in Schedule-B are owned by him and that they are in his undisputed possession and enjoyment;

NOW this deed witnesseth as follows:—

1. In pursuance of the said agreement and in consideration of the Mortgagee letting to the mortgagor the machinery mentioned and described in Schedule-A hereto annexed, the mortgagor doth hereby transfer by way of simple mortgage to the mortgagee all that property described in Schedule-B hereunder written. To the Intent that the said properties shall remain and be charged by way of security for the due and diligent performance by the mortgagor of the terms and conditions contained in the agreement and the mortgagee shall have a first charge over the same.

2. The Mortgagor doth hereby covenant with the mortgagee that he shall duly and diligently perform all the terms and conditions contained in the agreement.

3. The Mortgagor assures the mortgagee that he is the absolute owner of the properties hereby charged and that they are free from any encumbrance or charge of any description whatsoever and that they are not subject to any attachment or restraint of alienation.

4. The Mortgagor doth hereby further agree and declare that he will fully pay to the mortgagee the sum of Rs. .. .. being the value of the machinery as provided in the agreement.

5. In case the mortgagor commits breach of all or any of the provisions herein contained or those contained in the agreement it shall be competent for the mortgagee to proceed against the mortgaged properties and to realise all sums that are found due from the mortgagor in pursuance of the agreement and the mortgagee shall have all the powers vested in a mortgagee under sections 69 and 69A of the Transfer of Property Act in the matter of appointment of receiver, sale without the intervention of Court etc.

6. Without prejudice to the rights of the mortgagee under clause 5, all sums found due to the mortgagee under or by virtue of these presents shall be recoverable from the mortgagor and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though they are arrears of Land Revenue or in any other manner as the Government may deem fit.

IN WITNESS whereof the Mortgagor Shri .. .. has set his hands the day and year first above written.

Schedule—A

(Here enter details of the properties)

Schedule—B

(Here enter details of machinery)

Signed by Shri .. ..

In the presence of witnesses:

(1)

(2)

Kerala Gazette No. 13 dated 31st March 1959.

PART I

Agriculture (Co-operation) Department

G. O. MS. 302. *Dated, Trivandrum, 17th March 1959.*

RULES FOR THE GRANT OF LOANS TO THE JOINT FARMING CO-OPERATIVE SOCIETIES FOR FINANCING SHARE CAPITAL OF AGRICULTURISTS

1. Loans may be advanced to Joint Farming Co-operative Societies for the purpose of advancing loans to agriculturist members towards share capital

2. This concession shall be available only to Joint Farming Co-operative Societies registered under the new scheme sanctioned in G. O. Rt. 816—Agriculture (Co-operation) Department—dated 12-6-1958.

3. (a) Such loans shall be interest-free and shall be repayable within a period not exceeding 4 years in equal annual instalments of Rs. 2·50 per share, payable from the second year onwards.

(b) The loan amount shall be utilised only for advancing loans to agriculturist members to complete the value of shares allotted to them. The value of one share shall be Rs. 10.

4. The amount of the loan to be made available to Joint Farming Societies towards share capital of a member shall be fixed as follows :—

(i) For every 25 cents of land owned or cultivated, one share shall be taken by each member.

(ii) Seventy-five per cent of the share capital shall be paid to members holding one acre and less.

(iii) For holdings of over one acre and up to ten acres, the advance made shall be only 50 per cent of the share capital.

(iv) For those who own or cultivate more than ten acres, no advance shall be paid.

5. The loan issued to each member shall not exceed the difference between the face value of the shares and the amount actually subscribed by the member.

6. The Board of Directors of the society shall at a meeting, admit actual cultivators as members and allot them shares. The society shall collect at least 25 per cent, 50 per cent or 100 per cent as the case may be, of the value of the shares allotted to each member on the basis of the lands owned or cultivated. The Board of Directors shall then sanction to the members loan not exceeding Rs. 7½ per share of every 25 cents in the case of those holding not more than one acre and Rs. 5 per share for every 25 cents in the case of those holding more than one acre.

THE SCHEDULE

(See Sections 2 & 3)

No. of Vote.	Services and Purposes.	Sums not exceeding		
		Voted. Rs.	Charged on the Consolidated Fund. Rs.	Total. Rs.
(1)	(2)	(3)		
	A.- Revenue Account.			
I	Agricultural Income-tax and Sales-tax ..	31,66,200	..	31,66,200
II	Land Revenue ..	76,28,400	1,00,000	77,28,400
III	Excise ..	22,29,400	..	22,29,400
IV	Stamps ..	5,17,400	..	5,17,400
V	Forest ..	1,18,22,300	..	1,18,22,300
VI	Registration ..	27,44,100	..	27,44,100
VII	Taxes on Vehicles ..	17,60,200	..	17,60,200
VIII	Irrigation ..	44,23,800	38,77,000	83,00,800
	Debt charges ..	..	2,19,32,400	2,19,32,400
IX	Heads of States, Ministers and Head-quarters Staff ..	63,91,600	8,24,000	72,15,600
X	State Legislature ..	6,26,800	19,500	6,46,300
XI	Elections ..	8,50,300	..	8,50,300
XII	District Administration and Miscellaneous.	69,54,100	..	69,54,100
XIII	Administration of Justice ..	78,39,700	9,46,000	87,85,700
XIV	Jails ..	31,76,500	..	31,76,500
XV	Police ..	2,03,43,200	..	2,03,43,200

SCHEDULE—(*contd.*)

No. of Vote.	Services and Purposes.	Sums not exceeding		
		Voted.	Charged on the Consolidated Fund.	Total.
		Rs.	Rs.	Rs.
(1)	(2)	(3)		
	A. REVENUE ACCOUNT—(*contd.*)			
XVI	Scientific Departments ..	4,92,700	..	4,92,700
XVII	Education ..	13,09,72,100	35,900	13,10,08,000
XVIII	Medical ..	2,98,64,300	..	2,98,64,300
XIX	Public Health ..	1,94,96,100	3,000	1,94,99,100
XX	Agriculture ..	1,22,53,400	69,900	1,23,23,300
XXI	Rural Development ..	44,61,400	..	44,61,400
XXII	Animal Husbandry ..	27,38,500	..	27,38,500
XXIII	Co-operation ..	25,54,900	..	25,54,900
XXIV	Industries ..	2,08,35,000	5,43,200	2,13,78,200
XXV	Labour and Miscellaneous ..	2,06,67,500	..	2,06,67,500
XXVI	Civil Works ..	5,39,33,700	3,53,000	5,42,86,700
XXVII	Pensions ..	1,17,46,100	1,69,200	1,19,15,300
XXVIII	Stationery and Printing ..	60,72,300	..	60,72,300
XXIX	Miscellaneous ..	41,27,100	46,50,000	87,77,100
XXX	Community Development Projects, National Extension Service and Local Development Works ..	1,18,49,400	..	1,18,49,400
XXXI	Transport Schemes ..	2,60,85,200	11,32,000	2,72,17,200
	Total—(A) ..	43,86,23,700	3,46,55,100	47,32,78,800

SCHEDULE—(*contd.*)

No. of Vote.	Services and Purposes.	Sums not exceeding		
		Voted.	Charged on the Consolidated Fund.	Total
		Rs.	Rs.	Rs.
(1)	(2)	(3)		
	B. CAPITAL EXPENDITURE OUTSIDE THE REVENUE ACCOUNT.			
XXXII	Capital Outlay on Forests ..	15,66,000	..	15,66,000
XXXIII	Capital Outlay on Irrigation (Commercial)	99,51,000	..	99,51,000
XXXIV	Capital Outlay on Irrigation (Non-Commercial) ..	2,13,75,000	..	2,13,75,000
XXXV	Capital Outlay on Public Health ..	1,08,12,700	..	1,08,12,700
XXXVI	Capital Outlay on Agricultural Improvement ..	..	..	..
XXXVII	Capital Outlay on Industrial Development.	73,80,300	10,000	73,90,300
XXXVIII	Capital Outlay on Civil Works ..	3,40,05,600	33,800	3,40,39,400
XXXIX	Capital Account of other works outside the Revenue Account ..	23,64,900	..	23,64,500
XL	Capital Outlay on Transport Schemes outside the Revenue Account ..	24,42,000	3,700	24,45,700
XLI	Commuted value of pensions ..	65,000	..	65,000
XLII	Capital Outlay on State Schemes of Government Trading ..	4,29,63,600	..	4,29,63,600
XLIII	Appropriation to the Contingency Fund ..	..	..	..
	Total (B) ..	13,29,26,100	47,500	13,29,73,600

SCHEDULE—(*contd.*)

No. of Vote.	Services and Purposes.	Sums not exceeding		
		Voted.	Charged on the Consolidated Fund.	Total
		Rs.	Rs.	Rs.
(1)	(2)	(3)		
	C. DISBURSEMENTS OF LOANS AND ADVANCES AND REPAYMENT OF DEBT.			
XLIV	Loans and Advances by the State Government ..	5,36,30,800	1,90,000	5,38,20,800
	Public Debt—Repayment ..	..	17,46,47,100	17,46,47,100
	Total (C) ..	5,36,30,800	17,48,37,100	22,84,67,900
	Grand Total ..	62,51,80,600	20,95,39,700	83,47,20,300